

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

DIAMOND K MEATS, INC.)	Case No.: 1:15-CV-1634
d/b/a CHEF-KO WHOLESALE MEATS,)	
et al.,)	JUDGE DANIEL AARON POLSTER
)	
Plaintiffs,)	<u>PLAINTIFFS' INITIAL DISCLOSURES</u>
)	
-vs-)	
)	
AUNTY TOOTIES, LLC et al.,)	
)	
Defendants.)	

Plaintiffs Diamond K Meats, Inc. and Carl Vennitti, Jr. provide the following *Initial Disclosures* pursuant to Fed. R. Civ. P. 26(a)(1)(A) and (a)(2). Plaintiffs reserve the right to supplement their *Initial Disclosures* as permitted under the Federal Rules of Civil Procedure and as formal discovery ensues.

A. Individuals. Pursuant to Federal Rule of Civil Procedure 26(a)(1)(A), Plaintiffs hereby identify the following individuals which are likely to have discoverable information that Plaintiffs may use to support their claims:

WITNESS	ADDRESS	SUBJECT MATTER
J. Kolt	May be contacted through Plaintiffs' counsel	Has knowledge of information relating to Diamond K's claims against Defendants, including Defendants' (1) breach of contract; (2) breach of warranty of title; and (3) negligent misrepresentation; the nature and extent of the damages suffered by Diamond K; and Defendants' counterclaims and claimed damages.
Carl Vennitti, Jr.	May be contacted through Plaintiffs' counsel	Has knowledge of information relating to Vennitti's claims

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		against Defendants, including Defendants' (1) violation of the Fair Labor Standards Act; (2) violation of Ohio's Minimum Wage Fair Standards Act; (3) recovery on a bailment; (4) negligence; (5) breach of employment contract; and (6) trademark and trade dress infringement and breach of contract; the nature and extent of the damages suffered by Vennitti; and Defendants' counterclaims and claimed damages; and (7) breach of warranty of title.
Aunty Tootie's, LLC	May be contacted through Aunty Tootie's counsel.	Has knowledge of information relating to Plaintiffs' claims against Defendants, including Defendants' (1) breach of contract; (2) breach of warranty of title; (3) negligent misrepresentation; (4) violation of the Fair Labor Standards Act; (5) violation of Ohio's Minimum Wage Fair Standards Act; (6) recovery on a bailment; (7) negligence; (8) breach of employment contract; (9) trademark and trade dress infringement and breach of contract; the nature and extent of the damages suffered by Plaintiffs; and Defendants' counterclaims and claimed damages; and (10) breach of warranty of title.
Aquasea Group, LLC	May be contacted through its counsel.	Has knowledge of information relating to Plaintiffs' claims against Defendants, including Defendants' (1) breach of contract; (2) breach of

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		warranty of title; (3) negligent misrepresentation; (4) violation of the Fair Labor Standards Act; (5) violation of Ohio's Minimum Wage Fair Standards Act; (6) recovery on a bailment; (7) negligence; (8) breach of employment contract; and (9) trademark and trade dress infringement and breach of contract; the nature and extent of the damages suffered by Plaintiffs; and Defendants' counterclaims and claimed damages; and (10) breach of warranty of title.
Kim Boddy	May be contacted through his counsel.	Has knowledge of information relating to Plaintiffs' claims against Defendants, including Defendants' (1) breach of contract; (2) breach of warranty of title; (3) negligent misrepresentation; (4) violation of the Fair Labor Standards Act; (5) violation of Ohio's Minimum Wage Fair Standards Act; (6) recovery on a bailment; (7) negligence; (8) breach of employment contract; and (9) trademark and trade dress infringement and breach of contract; the nature and extent of the damages suffered by Plaintiffs; and Defendants' counterclaims and claimed damages; and (10) breach of warranty of title.
Dan Akers	May be contacted through his counsel.	Has knowledge of information relating to Plaintiffs' claims against Defendants, including Defendants' (1) breach of contract; (2) breach of

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		warranty of title; (3) negligent misrepresentation; (4) violation of the Fair Labor Standards Act; (5) violation of Ohio's Minimum Wage Fair Standards Act; (6) recovery on a bailment; (7) negligence; (8) breach of employment contract; and (9) trademark and trade dress infringement and breach of contract; the nature and extent of the damages suffered by Plaintiffs; and Defendants' counterclaims and claimed damages; and (10) breach of warranty of title.
Fred Akers	May be contacted through his counsel.	Has knowledge of information relating to Plaintiffs' claims against Defendants, including Defendants' (1) breach of contract; (2) breach of warranty of title; (3) negligent misrepresentation; (4) violation of the Fair Labor Standards Act; (5) violation of Ohio's Minimum Wage Fair Standards Act; (6) recovery on a bailment; (7) negligence; (8) breach of employment contract; and (9) trademark and trade dress infringement and breach of contract; the nature and extent of the damages suffered by Plaintiffs; and Defendants' counterclaims and claimed damages; and (10) breach of warranty of title.

B. Documents. Pursuant to Federal Rule of Civil Procedure 26(a)(1)(B), Plaintiffs state that all documents which Plaintiffs may use to support their claims and/or defenses against

Defendants are in Diamond K's and/or J. Kolt's possession (for Diamond K's claims), Vennitti's possession (for Vennitti's claims), and/or their counsel's possession (for both Plaintiffs' claims). In addition, the various Defendants may also have documents in their possession which Plaintiffs may use to support their claims and/or defenses. The categories of those documents are: (a) Filings, letters, emails and settlement agreement from prior legal proceedings between Plaintiffs and Aunty Tootie's, Inc.; (b) filings and letters from prior legal proceedings between Aunty Tootie's, Inc. and Defendants; (c) letters, emails and texts between Plaintiffs and Defendants; and (d) various documents (emails, letters, texts and memos) regarding Plaintiffs' claims and damages.

C. Computation of Damages: Plaintiffs compute their damages as follows:

- Breach of cartage and storage contract with Diamond K: \$3200 in contractual damages; approximately \$50,000 in extra-contractual damages to settle the prior case with Aunty Tootie's, Inc. and for lost business.
- Breach of employment contract with Vennitti: \$190,000.
- Breach of warranty of title damages: \$50,000 (same as extra-contractual damages above) for Diamond K; \$60,000 in lost income for Vennitti.
- Statutory damages for minimum wage violations, including liquidated damages, using higher (treble damages) under Ohio law: \$80,000.
- Statutory damages for overtime violations, including liquidated damages: \$600.
- Statutory damages for violation of trademark and trade dress (Vennitti): \$60,000.
- Tort damages for negligent misrepresentation of good title (Diamond K): \$50,000 (Same as for breach of warranty of title above.)
- Bailment/negligence damages for Vennitti's equipment: \$30,000.
- Attorney's Fees (30% of total): Approximately \$3,600 to date.

Documents pertaining to Plaintiffs' claimed damages can be made available for inspection, at a mutually-convenient time, upon request.

D. Insurance Agreements: Plaintiffs are not aware of any insurance agreements which might provide coverage for the claims or counterclaims in this case.

E. Expert Witness Disclosures Under Rule 26(a)(2): N/A.

Dated: December 29, 2015

/s/ Barry Y. Freeman

Barry Y. Freeman (#0062040)
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CERTIFICATE OF SERVICE

A copy of the foregoing was served on all parties, this 29th day of December 2015, via the Court's electronic filing system.

/s/ Barry Y. Freeman

Barry Y. Freeman

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